

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

SHAUNTEZ K. ROCKEMORE, A.K.A.
SHAUNTEZ KUIOUN ROCKEMORE,

Plaintiff,

v.

A. VASQUEZ, et al.,

Defendants.

No. 1:21-cv-01339 GSA (PC)

ORDER ADDRESSING PLAINTIFF'S
REQUEST TO HOLD IN ABEYANCE THE
PARTIES STIPULATION TO DISMISS THIS
CASE PURSUANT TO RULE 41(A)
FINDING IT MOOT

(ECF No. 93)

Plaintiff, a state prisoner proceeding pro se and in forma pauperis, has filed this civil rights action seeking relief under 42 U.S.C. § 1983. The matter was referred to a United States Magistrate Judge pursuant to 28 U.S.C. § 636(b)(1)(B) and Local Rule 302. On July 9, 2025, consistent with the earlier-filed joint stipulation filed by the parties which indicated that they had resolved this case and that as a result, they wanted to voluntarily dismiss it (see ECF No. 91), this case as closed (see ECF No. 92).

Before this Court is Plaintiff's "request for an abeyance to the current motion under Rule 41(a)(1)(A)(ii)". ECF No. 93. Defendants have filed a response to it. ECF No. 94

I. RELEVANT FACTS

On June 20, 2025, the parties participated in a settlement conference agreed to settle the

1 case. ECF No. 90. As a result, dispositive documents were to be filed within thirty days. Id.

2 On July 7, 2025, the parties filed a joint stipulation to voluntarily dismiss this case. ECF
3 No. 91. Two days later, the Court acknowledged the filing in turn ordered the Clerk of Court to
4 close this case. ECF No. 92.

5 II. PLAINTIFF’S REQUEST FOR ABEYANCE

6 A. Plaintiff’s Motion

7 On July 15, 2025, less than a week after the joint stipulation had been docketed, Plaintiff
8 filed the instant “request for an abeyance.” ECF No. 93. In it, Plaintiff requested that this case be
9 held in abeyance until he receives the settlement documents from Defendants’ counsel. Id. at 1.
10 In support of the request, Plaintiff states that he does not have a copy of his completion of the
11 settlement documents because he has been unable to obtain legal copies of it from the law library,
12 and that the copy of the Rule 41 dismissal that he received did not have a copy of the settlement
13 agreement attached to it. Id. at 1-2. For these reasons, Plaintiff argues, “until [he] receive[s] the
14 said endorsed documents, the [settlement conference agreement] should be considered null and
15 void.” Id. at 2 (brackets added).

16 B. Defendants’ Response

17 On July 21, 2025, Defendants filed a response to Plaintiff’s motion. ECF No. 94. In it,
18 Defendants state that in response to Plaintiff’s motion, they overnighted a copy of the fully
19 executed agreement; copies of the voluntary dismissal agreement, and the payee data form that
20 Plaintiff submitted. Id. at 1. In addition, Defendants state on July 16, 2025, their counsel spoke
21 with Plaintiff and informed him that he would be receiving the documents in the coming days.
22 Plaintiff was also told that if he had any other questions or concerns, he could contact
23 Defendants’ counsel. Id.

24 C. Plaintiff’s Reply

25 On August 1, 2025, Plaintiff’s reply to Defendants’ response was docketed. ECF No. 95.
26 In it, Plaintiff states he would like to “relinquish the voluntary dismissal hold in this action in
27 abeyance.” ECF No. 95. In it, Plaintiff states that he has received the needed settlement
28 documents. Id. As a result, he asserts, all his concerns in the pending motion have been

1 addressed. Id.

2 III. DISCUSSION

3 Given that Plaintiff has requested that his motion to hold in abeyance the Rule 41
4 dismissal be “relinquished” as he has received the documents he sought, his motion will therefore
5 be denied as moot.

6 Accordingly, IT IS HEREBY ORDERED that Plaintiff’s “motion for an abeyance”
7 (ECF No. 93) is DENIED as MOOT.

8
9 IT IS SO ORDERED.

10 Dated: August 4, 2025

/s/ Gary S. Austin
UNITED STATES MAGISTRATE JUDGE